

OFFICE OF THE GOVERNOR
STATE OF MONTANA

BRIAN SCHWEITZER
GOVERNOR



JOHN BOHLINGER
LT. GOVERNOR

Memorandum of Understanding between the State of Montana and Participating Local Education Association ("LEA")

This Memorandum of Understanding ("MOU") is between the State of Montana by and through the Montana Board of Public Education, Office of Public Instruction, and Office of the Governor ("State") and _____ ("Participating LEA"). The purpose of this MOU is to establish a framework of collaboration between the State and Montana LEAs to satisfy the requirements of the Race to the Top application and to articulate specific roles and responsibilities of the State and the LEAS that support the State's application and the implementation of an approved Race to the Top grant project.

I. SCOPE OF WORK

Exhibit I, the Preliminary Scope of Work, indicates which portions of the State's proposed innovation and reform plans ("State Plan") contained in the State's Race to the Top application the Participating LEA is agreeing to implement as part of this MOU.

II. PROJECT ADMINISTRATION

A. PARTICIPATING LEA RESPONSIBILITIES

In assisting the State in implementing the innovation and reform plans described in Montana's Race to the Top application (the State Plan), the Participating LEA will:

- 1) Implement the Preliminary Scope of Work, as identified in Exhibit I of this MOU, through the adoption of a Final Scope of Work and an LEA Plan, as further described below in III.3, Assurances;
- 2) Endeavor to participate in, to the maximum extent practicable, all relevant meetings or other practice-sharing events that are organized or sponsored by the State or the U.S. Department of Education ("ED");
- 3) Post to a website, in a timely manner, all non-proprietary products and lessons learned or developed using Montana Race to the Top grant funds, as required by the grantor and implemented by the State or the ED;
- 4) Participate, as requested, in any evaluations of the grant required by the grantor and conducted by the State or the ED;
- 5) Be responsive to State or ED requests for information including requests as to the status of the project, project implementation, outcomes, and any problems anticipated or encountered;
- 6) Participate in meetings and telephone conferences with the State to discuss (a) progress of the project, (b) potential dissemination of resulting non-proprietary products and lessons learned, (c) plans for subsequent years following the Race to the Top grant period, and (d) other matters related to the Race to the Top grant and associated plans.

B. STATE RESPONSIBILITIES

In assisting the Participating LEA in implementing its tasks and activities described in Montana's Race to the Top application, the State will:

- 1) Work collaboratively with, and support the Participating LEA in implementing the Preliminary Scope of Work, as identified in Exhibit I of this MOU, through its adoption of a Final Scope of Work and an LEA Plan, as further described below in III.3, Assurances;
- 2) Timely distribute the LEA's portion of Race to the Top grant funds during the course of the project period and in accordance with the LEA Plan;
- 3) Provide feedback on the LEA's status updates, annual reports, any interim reports, and project plans and products; and
- 4) Identify sources of technical assistance for the project.

C. JOINT RESPONSIBILITIES

- 1) The State and the Participating LEA will each maintain a key contact person for the Race to the Top grant. For the purposes of the State's initial point of contact with a Participating LEA, all contacts should be submitted in writing to racetothetop@mt.gov. For the purposes of the Participating LEA, the State shall contact the LEA Authorized Representative.
- 2) These key contacts from the State and the Participating LEA will maintain frequent communication to facilitate cooperation and assist in fulfilling their respective responsibilities under this MOU.
- 3) State and Participating LEA will require any grant personnel to work together to determine appropriate timelines for project updates and status reports throughout the grant period.
- 4) State and Participating LEA will require any grant personnel to negotiate in good faith to continue to achieve the overall goals of Montana's Race to the Top grant.

D. STATE RECOURSE FOR LEA NON-PERFORMANCE

If the State determines that the LEA is not meeting its goals, timelines, budget, or annual targets or is not fulfilling other applicable requirements, the State will take appropriate enforcement action, which could include a collaborative process between the State and the LEA or any of the enforcement measures that are detailed in [34 CFR section 80.43](#), including putting the LEA on grant reimbursement payment status, temporarily withholding funds, or disallowing costs.

III. ASSURANCES

The Participating LEA hereby certifies and represents that it:

- 1) Has all requisite power and authority to execute this MOU;
- 2) Is generally familiar with the State's Race to the Top grant application and is committed to working on all or significant portions of the State Plan, including provisions related to turning around the lowest-achieving schools;
- 3) Agrees to be a Participating LEA; will implement those portions of the State Plan indicated in Exhibit I, Preliminary Scope of Work; will provide a Final Scope of Work no later than 90 days after the grant is awarded to the State; and will describe the LEA's specific goals, activities, timelines,

budgets, key personnel, and annual targets for key performance measures (“LEA Plan”) in a manner that is consistent with the Preliminary Scope of Work and the State Plan;

5) Will comply with all of the terms of the grant, the State’s subgrant to the LEA, and all applicable Federal and State laws and regulations, including laws and regulations applicable to the program, and the applicable provisions of the Education Department General Administrative Regulations (“EDGAR”), 34 CFR Parts 75, 77, 79, 80, 82, 84, 85, 86, 97, 98 and 99).

IV. MODIFICATIONS

This MOU may be amended only by written agreement signed by each signatory to the MOU, and in consultation with the ED.

V. DURATION/TERMINATION

This Memorandum of Understanding shall be effective beginning with the date of the last signature hereon and, if a grant is received, ending upon the expiration of the grant project period.

VI. SIGNATURES

LEA Superintendent (or equivalent authorized representative) – (required):

Signature/Date

Print Name/Title

LEA Board of Trustees Chairperson: (required):

Signature/Date

Print Name/Title

LEA Teachers' Union Leader (required, if applicable):

Signature/Date

Print Name/Title

Authorized Representative: Office of the Governor – (required):

By signature below, the State hereby accepts the LEA as a Participating LEA.

Signature/Date

Dan Villa, Education Policy Advisor
Print Name/Title

Authorized Representative: Office of Public Instruction – (required):

Signature/Date

Dennis Parman, Deputy Superintendent
Print Name/Title

EXHIBIT I – PRELIMINARY SCOPE OF WORK

LEA hereby agrees to participate in implementing the State Plan in each of the areas identified below:

Elements of State Innovation and Reform Plans	LEA Participation (Y/N)	Comments from LEA (optional)
1. Standards and Assessments		
Support the transition to enhanced standards and high-quality assessments through alignment to accreditation standards.		
2. Data Systems to Support Instruction – use data to improve instruction		
Use local data driven instructional improvement processes		
Provide professional development on use of data to improve instruction		
3. Great Teachers and Leaders – improving teacher and principal effectiveness based on performance		
Implement evaluation systems that are aligned with state standards		
Conduct regular evaluations		
4. Great Teachers and Leaders - providing effective support to teachers and principals		
Provide quality and purposeful professional development		
Measure effectiveness of professional development		

Please return via email to racetothetop@mt.gov by 5:00pm Wednesday, May 19, 2010.